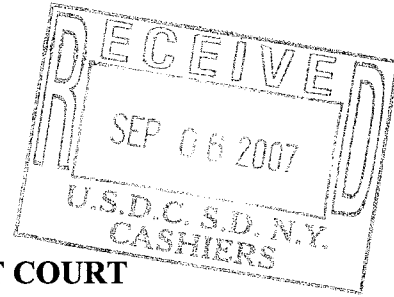


Frank J. Martinez (FJM-2149)
THE MARTINEZ GROUP PLLC
55 Washington Street, Suite 323
Brooklyn, New York 11201-1070
718.797.2341 Telephone
718.222.0481 Facsimile
Attorney Docket: 1138-6



**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

-----X
PRAVDA STUDIOS, LLC,

Plaintiff,

- against -

CORBIS CORPORATION
and CORBIS MOTION

Defendants.
-----X

COMPLAINT

(Jury Trial Demanded)

07 CV 7854

JUDGE KARLAN

Plaintiff, Pravda Studios, LLC by and through its attorneys, The Martinez Group PLLC, for its Complaint against Defendants, Corbis Corporation and Corbis Motion, Inc. ("Corbis") alleges as follows:

NATURE AND SUBSTANCE OF THE ACTION

1. Plaintiff files this action against Defendants for Copyright infringement under 17 U.S.C. §§ 101, et seq., Unfair Competition under 15 U.S.C. § 1125(a), and applicable state law.
2. This action is brought in response to a classic case of copyright infringement, specifically the unauthorized copying and commercial, for-profit use, copying, display and distribution of Plaintiff's live action, motion picture, film footage entitled PRAVDA B-STOCK: SPAIN (the

“Work”). Title 17 of the United States Code (Copyright Act) was enacted to provide remedies to copyright owners who are the victims of such actions.

JURISDICTION AND VENUE

3. This is an action for copyright infringement arising under the Copyright Act, 17 U.S.C. §§ 101 et seq., and applicable state law, seeking damages and a permanent injunction of Defendants’ ongoing infringement of Plaintiff’s valid and subsisting copyright. This Court has jurisdiction over this action under 28 U.S.C. §§1331, 1332, 1338(a) and (b), its supplemental jurisdiction, and under Rule 4 of the Federal Rules of Civil Procedure.

4. Venue is proper in this district under 28 U.S.C. §§1391 and 1400(a) in that Defendants or Defendants’ agents may be found in this district and, upon information and belief, Defendants transact business in this district.

THE PARTIES

5. Plaintiff (“Pravda”), is a Washington Corporation with its principal place of business located at 1406 10th Avenue, Suite 200, Seattle, Washington 98122.

6. Upon information and belief, Defendant Corbis Corporation is a corporation formed in the State of Washington with a corporate office at 902 Broadway, New York, New York 10010.

7. Upon information and belief, Corbis Corporation does business as Corbis, Corbis Motion, Corbis Mobile, Corbis Photography, Corbis + and Bettmann Archive (collectively, “Corbis”).

8. Upon information and belief, Defendant conducts business throughout the United States and in the State of New York, County of New York and within the Southern District.

9. Upon information and belief, Corbis is a business that undertakes the licensing of art and illustration, computer generated images for use on mobile devices, digital and photographic

film images; digital still photography and film motion footage together with their associated rights management services, artist representation and media management; offering such goods and services around the world and in the State of New York, County of New York, within the Southern District.

10. Upon information and belief, Corbis maintains over 16 corporate offices in different 12 countries and with at least 25 additional affiliated international representatives in other countries around the world.

FACTS COMMON TO ALL CLAIMS

11. Pravda is engaged in the business of designing, creating and producing works of art, including but not limited to, photographs, motion picture film photography and graphic design services that are specially created, tailored and designed to meet the needs and requirements of each of Pravda's clients.

12. Pravda is the creator and owner of the work identified herein, entitled PRAVDA B-STOCK: SPAIN (the "Work"), which was specifically created for the purposes of sublicensing and distribution as "stock motion photography" via resellers of licenses to use stock photography, as Defendant Corbis.

13. Pravda is the exclusive owner of Copyright Registration Number PA 1-372-588 for the copyright in and to a motion picture film work entitled PRAVDA B-STOCK SPAIN (the "Work"). A copy of the U.S. Copyright registration for the Work is annexed hereto as Exhibit A.

14. Pravda's copyright is valid and subsisting and identifies the ownership of the copyright in and to the photographs and the motion picture film footage, including all studies, if any, used in

the creation of the work.

15. Upon information and belief, all artists and photographers represented by Corbis are required to submit the original work for publication by Corbis on their various Internet websites. A copy of Corbis' Submission Guidelines is annexed hereto as Exhibit B.

16. Upon information and belief, Corbis requires all submissions to be accompanied by a signed Footage Representation Agreement. A copy of the Footage Representation Agreement is annexed hereto as Exhibit C.

17. Upon information and belief, Corbis requires all submissions to be accompanied by a Time Code Schedule detailing where scenes in the Work started and finished. A copy of the release is annexed hereto as Exhibit D.

18. Upon information and belief, the subject Work was sent to Corbis on or about January 25, 2007 (Exhibit E).

Defendant's Actions

19. Upon information and belief, Defendant Corbis negligently lost, misplaced, destroyed or otherwise improperly converted the subject Work on or about February 7, 2007.

20. The Work was delivered to Corbis; was in the form of the original 16mm film negative and because it was the only original film negative, the Work is irreplaceable.

21. The natural, probable and foreseeable result of Defendant's wrongful conduct has and will be to: (I) deprive and continue to deprive Pravda of the benefits and revenue derived from licenses to use of the Work, both as "stock motion photography" and still images derived therefrom and (ii) cause injury to Pravda's reputation, trade names, trademarks and Pravda's relationships with present and prospective customers.

22. Pravda has lost the value of the Work and will continue to lose the substantial licensing revenue from Defendant's negligence or wrongful conversion of the Work and will continue to sustain harm as a direct result of Defendant's wrongful conduct.

23. Defendant's wrongful conduct has further deprived and will continue to deprive Pravda of opportunities for expanding the business goodwill associated with the licensing of the work.

24. Pravda has no adequate remedy at law to redress all of the injuries that Defendant has caused by its conduct and therefore Pravda has and will continue to suffer irreparable damage and sustain lost profits until such time as the actions alleged herein are permanently enjoined by this Court.

25. Defendant has refused to return the Work; compensate Pravda for the loss of its valuable copyrighted Work or despite demands for such action, to compensate Pravda for the grievous harm it has suffered, a copy of the schedule of costs and expenses incurred by Pravda in creating the Work is annexed hereto (Exhibit F).

**FIRST CAUSE OF ACTION
COPYRIGHT INFRINGEMENT
17 U.S.C. § 101, et. seq.**

26. Pravda repeats and realleges each and every allegation of this Complaint as set forth in Paragraphs 1 through 25, inclusive, and incorporates them herein by this reference.

27. Upon information and belief, Defendant has infringed and will continue to infringe Pravda's valuable copyright in and to the Work by virtue of Defendant's improper copying and distribution of the work; by virtue of refusing to make the work available for licensing; or by virtue of the negligence in handling resulting in loss or destructions of the Work; or by reason of the improper conversion of the Work.

28. Pravda is entitled to recover the damages it has sustained and will continue to sustain, together with any gains, profits and advantages enjoyed by Defendant as well as attorneys' fees.

29. At present, the amount of such damages, gains, profits and advantages cannot be fully ascertained by Pravda.

30. Pravda has no adequate remedy at law.

**SECOND CAUSE OF ACTION
UNFAIR COMPETITION
15 U.S.C. § 1125 (a)**

31. Pravda repeats and realleges each and every allegation of this Complaint as set forth in Paragraphs 1 through 30, inclusive, and incorporates them herein by this reference.

32. Defendant's loss, destruction or improper conversion of Pravda's copyrighted Work constitutes a willful misrepresentation of the nature and characteristics of Pravda's Work and services and, in particular, the conversion or refusal to display and offer licenses for the use of the Work to third parties willfully misrepresents, dilutes and harms the quality and characteristics of Pravda's trade name, trademarks, the Work itself and otherwise further harms and dilutes other valuable rights owned by Pravda.

33. Pravda is entitled to recover the damages resulting from the harm it has sustained and will continue to sustain, and any gains, profits and advantages obtained by Defendant as a result of the acts alleged herein as well as attorneys' fees.

34. At present, the amount of such damages, gains, profits and advantages cannot be fully ascertained by Pravda.

35. Pravda has no adequate remedy at law.

**THIRD CAUSE OF ACTION
UNFAIR COMPETITION AND
DILUTION IN VIOLATION OF NEW YORK STATE
GENERAL BUSINESS LAW §360-1**

36. Pravda repeats and realleges each and every allegation of the Complaint as set forth in Paragraphs 1 through 35, inclusive, and incorporates them herein by this reference.

37. Upon information and belief, Defendant has been and continues to be engaged in the unfair and deceptive practices complained of herein, in violation of Section 360-1 of the New York State General Business Law.

38. By reason of Defendant's acts, Pravda has been seriously and irreparably injured, and unless Defendant is restrained, Pravda will continue to be so damaged.

39. Pravda has no adequate remedy at law.

**FOURTH CAUSE OF ACTION
BREACH OF CONTRACT**

40. Pravda repeats and realleges each and every allegation of this Complaint as set forth in Paragraphs 1 through 39, inclusive, and incorporates them herein by this reference.

41. Pravda delivered the Work to the Defendant in accordance with the instructions of Defendant.

42. Upon information and belief, Defendant Corbis accepted the Work for the purposes of acting as the agent for the purposes of licensing the use of the Work to third parties via rights-managed licenses.

43. Defendant's subsequent loss, mishandling, improper conversion or destruction of the Work constitutes a breach of the agreement between Corbis and Pravda.

44. Pravda has provided Defendant copies of documents detailing the costs incurred by Pravda in creating the Work.

45. Upon information and belief, Pravda's costs and expenses to produce the Work totaled \$162,023.00. A copy of the invoices indicating such costs are annexed hereto as Exhibit E.

46. Upon information and belief, Defendant's failure to license and or compensate Pravda for the loss of licensing revenue; the loss or destruction of the Work; or the wrongful conversion of the Work constitutes a breach of contract.

47. By reason of Defendant's breach of contract, Pravda has been damaged in an amount of not less than \$265,730.00 a figure which includes the actual costs incurred by Pravda to create the Work, plus lost profits as a result of the acts alleged herein but does not include attorneys' fees which are further demanded.

48. Pravda has no adequate remedy at law.

**FIFTH CAUSE OF ACTION
BREACH OF FIDUCIARY DUTY**

49. Pravda repeats and realleges each and every allegation of the Complaint as set forth in Paragraphs 1 through 48, inclusive, and incorporates them herein by this reference.

50. Upon information and belief, Defendant agreed to accept the Work and Pravda delivered the Work to the Defendant; the Defendant accepted the work and ultimately, the Defendant lost, misplaced, destroyed or otherwise improperly converted the Work.

51. Pravda entrusted the Work believing that Defendant would exercise care in the receipt,

handling, storage and licensing of the Work.

52. Upon information and belief, Defendant's subsequent loss, mishandling, destruction or improper conversion of the Work was due to negligence or by malfeasance and constitutes a breach of Defendant's fiduciary duty.

53. As a result of Defendant's actions, Pravda has been seriously and irreparably damaged, and unless Pravda is compensated for the irreparable harm it has suffered, Pravda will continue to be so damaged.

54. Pravda has no adequate remedy at law.

SIXTH CAUSE OF ACTION CONVERSION

55. Pravda repeats and realleges each and every allegation of this Complaint as set forth in Paragraphs 1 through 54, inclusive, and incorporates them herein by this reference.

56. Pravda is the exclusive owner and has the exclusive right of possession in and to the Work.

57. Pravda delivered and entrusted the work to Defendant and Defendant accepted the Work, causing Pravda to believe that Defendant would exercise care in the receipt, review, handling, storage and licensing of rights to use the Work.

58. Pravda has demanded that Defendant either perform under the terms of the Agreement or, in the alternative, return of the Work to Pravda or compensate Pravda for the costs to create the Work and the loss of the expected revenue from the sale of licenses to use the Work.

59. Defendant has refused to either perform under the Agreement or return the work.

60. As a result of Defendant's actions, Pravda has been seriously and irreparably damaged,

and unless Pravda is compensated and Defendant is restrained, Pravda will continue to be so damaged.

61. Pravda has no adequate remedy at law.

**SEVENTH CAUSE OF ACTION
BREACH OF BAILMENT FOR MUTUAL BENEFIT**

62. Pravda repeats and realleges each and every allegation of this Complaint as set forth in Paragraphs 1 through 61, inclusive, and incorporates them herein by this reference.

63. Pravda's delivery of the Work to the Defendant for the purposes of Defendant's sublicensing the Work created a Bailment for Mutual Benefit.

64. The Delivery of the Work created a duty in the Defendant to use ordinary and reasonable care with regard to the receipt, review, handling, storage and licensing of the Work.

65. Upon information and belief, the Defendant was negligent with regard to the receipt, review, handling and storage of the Work which resulted in the Work's loss, mishandling, destruction or improper conversion.

66. The Defendant's loss, destruction or improper conversion and subsequent failure to sell licenses to use the Work constitutes a Breach of its Duties.

67. As a result of Defendant's actions, Pravda has been seriously and irreparably harmed, and unless Pravda is compensated and Defendant is restrained, Pravda will continue to be so damaged.

68. Pravda has no adequate remedy at law.

**EIGHTH CAUSE OF ACTION
UNJUST ENRICHMENT**

69. Pravda repeats and realleges each and every allegation of the Complaint as set

forth in Paragraphs 1 through 68, inclusive, and incorporates them herein by this reference.

70. Defendant received, accepted, reviewed and negligently lost, destroyed or improperly converted Pravda's copyrighted Work.

71. Defendant has benefitted by the receipt and possession of the Work and the subsequent loss, destruction or improper conversion of the Work has resulted in the unjust enriched of Defendant at the expense of Pravda.

72. Defendant, despite repeated requests for performance under the Agreement; or the return of the Work to Pravda; or compensation for the loss suffered by Pravda; Defendant has not compensated Pravda for the loss or improper conversion of the Work or otherwise made the Work available for licensing to third parties.

73. Defendant has been enriched at the expense of Pravda in an amount of not less than \$265,730.00 plus the costs of this action and attorneys' fees.

73. Upon information and belief and in view of the circumstance identified herein, both equity and good conscience requires that Defendant should make restitution to Pravda for the harm it has suffered.

74. Pravda has no adequate remedy at law.

WHEREFORE, Plaintiff respectfully requests and prays that this Court will:

1. Direct Defendant to return the work to Pravda;
2. Preliminarily and permanently enjoin and restrain Defendant, its officers, directors, principals, agents, servants, employees, successors, and assigns, and all those in active concert or participation with it from:

- (a) imitating, copying, using or making unauthorized use of Pravda's Copyrighted

Work;

(b) manufacturing, producing, licensing, advertising, promoting and/or displaying the Work or any copies of the Work goods and/or services bearing or using any simulation, reproduction, counterfeit, copy or colorable imitation of Pravda's copyrighted Work or any part thereof, including any infringing uses of the Work itself; and

(c) using any simulation, reproduction, counterfeit, copy or colorable imitation of Pravda's Copyrighted Work, including the licensing or other infringing uses of the Work in connection with the promotion, advertisement, display, sale, offering for sale, manufacture, production, circulation, or distribution of any services or products irrespective of whether such goods or services are those of Defendant or any third party licensing use of the Work from Defendant, its affiliates or any party acting in concert therewith;

3. Direct that Defendant return the work and deliver for destruction, *inter alia*, all products, labels, signs, prints, packages, dies, wrappers, receptacles, disks, CD-ROMs, DVDs, booklets, circulars, inserts, and advertisements in its possession or under its control, bearing or using any of Pravda's copyrighted materials including but not limited to, the infringing use of the Work in connection with the advertising, marketing and promotion of Defendant's products and services;

4. Direct that Defendant be required to pay Pravda damages in the amount of Two Hundred Sixty Five Thousand Seven Hundred and Thirty Dollars (\$265,730.00) for the loss, destruction improper conversion of the Work and the loss of licensing revenue to Pravda, together all gains, profits and advantages derived by Defendant through its loss, destruction, improper conversion and infringement of Pravda's Copyright in and to the Work;

5. Direct that Defendant be required to pay to Pravda such other damages that it has

5. Direct that Defendant be required to pay to Pravda such other damages that it has sustained as a consequence of Defendants' infringement of Pravda's Copyright, and Breach of Contract, Breach of Fiduciary Duty, Conversion of Pravda's Work, Unfair Competition, Breach of Bailment and Unjust Enrichment;
6. Direct that Defendant be ordered to make a written report within a reasonable period to be filed with the Court detailing the manner of the compliance with the requested injunctive and mandatory relief above;
7. Award Pravda the costs of this action together with reasonable attorneys' fees; and
8. Award Pravda such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury.

DATED: September 6, 2007

By: _____

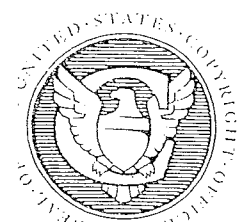
Respectfully submitted,
THE MARTINEZ GROUP PLLC

Frank J. Martinez (FJM-2149)
Attorney for Plaintiff
Pravda Studios, LLC

THE MARTINEZ GROUP PLLC
55 Washington Street, Suite 323
Brooklyn, New York 11201-1070
718.797.2341 Telephone
718.222.0481 Facsimile
FM@martinezzgroup.com

EXHIBIT A

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America



Form PA
For a Work of Performing Arts
UNITED STATES COPYRIGHT OFFICE

REGIS

PA 1-372-588



EFFECTIVE DATE OF REGISTRATION

5 11 2007
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET. Attorney Docket: 1138-7

1 TITLE OF THIS WORK ▼

PRAVDA B-ROLL: SPAIN

PREVIOUS OR ALTERNATIVE TITLES ▼

NATURE OF THIS WORK ▼ See Instructions

Live Action Film

2 NAME OF AUTHOR ▼

a PRAVDA STUDIOS LLC

Was this contribution to the work a "work made for hire"? ☒ Yes ☐ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country

OR { Citizen of _____
Domiciled in Corp. WA, USA

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼
N/A N/A

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No
Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼
All Cinematography

NAME OF AUTHOR ▼

Was this contribution to the work a "work made for hire"? ☐ Yes ☐ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country

OR { Citizen of _____
Domiciled in _____

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No
Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

NAME OF AUTHOR ▼

Was this contribution to the work a "work made for hire"? ☐ Yes ☐ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country

OR { Citizen of _____
Domiciled in _____

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No
Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

3 a YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

2002

This information must be given in all cases.

b DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information ONLY if this work has been published. Month _____ Day _____ Year 2002

United States of America

Nation

4 COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Pravda Studios, LLC
1406 10th Avenue, Suite 200
Seattle, WA 98122

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED

FEB 14 2007

ONE DEPOSIT RECEIVED

FEB 14 2007

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

DO NOT WRITE HERE
OFFICE USE ONLY

(S) Belacan sp/D

MORE ON BACK ► • Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
• See detailed instructions. • Sign the form at line 8.

DO NOT WRITE HERE

Page 1 of 2 pages

EXAMINED BY KS

FORM PA

CHECKED BY

☒ CORRESPONDENCE
☐ Yes
FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼ If your answer is No, do not check box A, B, or C.
a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author as copyright claimant.c. ☐ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.
Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

a 6

See instructions
before completing
this space.

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.
Name ▼ Account Number ▼

N/A

N/A

a 7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name / Address / Apt / City / State / ZIP ▼

Frank J. Martinez, Esq.
 THE MARTINEZ GROUP PLLC
 55 Washington Street, Suite 323
 Brooklyn, New York 11201

b

Area code and daytime telephone number (718) 797-2341

Fax number (718) 222-0481

Email FM@martinezzgroup.com

CERTIFICATION* I, the undersigned, hereby certify that I am the

Check only one ▶

- ☐ author
☐ other copyright claimant Pravda Studios, LLC
☐ owner of exclusive right(s) 1406 10th Avenue, Suite 200
☒ authorized agent of Seattle, WA 98122

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

8

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Frank J. Martinez, Esq.

Date

2/13/2007

Handwritten signature (X) ▼

Certificate
will be
mailed in
window
envelope
to this
address:

Name ▼	Frank J. Martinez, Esq. / THE MARTINEZ GROUP PLLC	1138-7
Number/Street/Apt ▼	55 Washington Street, Suite 323	
City/State/ZIP ▼	Brooklyn, New York 11201-1070	

YOU MUST:

- Complete all necessary spaces
- Sign your application in space 8

SEND ALL 3 ELEMENTS
IN THE SAME PACKAGE:

1. Application form
2. Nonrefundable filing fee in check or money order payable to Register of Copyrights
3. Deposit material

MAIL TO:

Library of Congress
 Copyright Office
 101 Independence Avenue, S.E.
 Washington, D.C. 20559-6000

For any needed to
 change, for correct
 fees, check the
 Copyright Office
 website at
 www.copyright.gov,
 write the Copyright
 Office, or call
 (202) 707-3000.

9

*17 U.S.C. § 506(a): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

EXHIBIT B

CORBIS MOTION SUBMISSION GUIDELINES

Overview

Corbis Motion has designed a unique submission process that maximizes our ability to manage your content effectively while quickly making it available for sales.

Upon receipt, all submissions are inventoried, encoded and then made available to the Creative Department for review on a digital platform. From this creative review "CORE" shots are selected. "CORE" shots are the only shots that are added to our searchable database.

Based on the content selected, we may decide to do further tape to tape color correction and editing from the High Definition master originally submitted or re-transfer from original negative to High Definition with a scene to scene color correct of selected scenes.

All "CORE" shots are made available to our Research and Sales Departments through our web based search and retrieval system. Content that is not selected for "CORE" may be made available through "deep file" research.

Further, after the selection process is completed an EDL (Edit Decision List) may be sent to you that names the CORE shots' ID numbers. This EDL will identify those shots that may require additional submissions of master production elements (i.e. High Definition videotape master or negatives).

CORBIS MOTION SUBMISSION GUIDELINES

For Material Shot on Film

We have outlined below submission options in order of preference.

Option #1:

- Two 1080/24PsF (23.98) HD masters with a “best light” or “overall” color correction
 - One full frame 1.78:1 (16x9) version
 - One 1.33:1 academy frame (4x3) version with black side pillars (Pillar-boxed).

(Please note: By “best light” or “overall” color correction we mean a modified scene to scene color correction with no crushing or clipping and a generally overall balanced picture.)

- Two matching Digital Beta NTSC down conversion ...one from each of the two HD masters.
 - A 4x3 full frame video version from the 4x3 side pillar-boxed HD master
 - A 4x3 letterbox version from the 16x9 HD master.
- The matching original camera negative
(see film elements section on next page for more details)

Option #2:

- A 1080/24PsF (23.98) High Definition videotape master with a “best light” or “overall” color correction
 - One 1.33:1 (4x3) version with black side pillars only (Pillar-boxed)
- A matching 4x3 full frame video Digital Beta NTSC down conversion from the HD master.
- The matching original camera negative
(see film elements section on next page for more details)

Option #3:

- A “best light” or “overall” color corrected Digital Beta NTSC or PAL* videotape master.
- The matching original camera negative
(see film elements section on next page for more details)

(* If you supply a PAL master, we may convert to an NTSC master via an Alchemist Standards Converter. This cost may be passed to you directly.)

- In all instances, all tape masters:
 - Should have continuous ascending time code with no gaps or jumps
 - NTSC Masters should have non-Drop time code. If a tape has Drop Frame time code it must be noted on the tape and tape label.

CORBIS MOTION SUBMISSION GUIDELINES

Film Elements

We may sometimes need to access the negative for film duplication orders or special transfers. Therefore, we would prefer to store the negative at an appropriate facility (on or off-site) at our discretion (as more fully detailed in our Footage Representation Agreement). Please note that we don't generally cut negative, and will store the entire negative rolls as submitted. In some instances, we may need to cut a section flash to flash for a job but the cut section is returned to the original roll as submitted once job is done.

In all cases, please be sure to submit all matching negative. Please label the film cans clearly so all titles and reference information match the corresponding videotape and footage logs completely.

For Material Shot on High Definition Video

Your submission should include the following:

- A High Definition Tape master (1080/24p, 1080i/30)
- Two matching NTSC Digital Beta down-conversions:
 - A 4x3 letterboxed version
 - A 4x3 full frame video version
- In all instances, all tape masters:
 - Should have continuous ascending time code with no gaps or jumps
 - NTSC Masters should have non-Drop time code. If a tape has Drop Frame time code it must be noted on the tape and tape label.

For Computer Generated Images

Please contact our Post Production Department directly for submission specifications.

If it is not possible to meet any of these minimum submission guidelines, we can create any necessary production elements at your expense. This will be discussed with you for approval prior to beginning any work and incurring any costs.

CORBIS MOTION SUBMISSION GUIDELINES

Footage Logs

Footage logs help us catalogue your mastered footage completely and accurately. Clients often request very specific information before they will license a shot. By providing detailed information we can increase your sales.

Logs should be neatly formatted and include time codes and descriptions for each shot or for a sequence of shots in which the relevant information does not change from shot to shot.

Information should include:

- *Locations*
- *Names of buildings and landmarks*
- *Flora and fauna*
- *Date of shoot*
- *Explanation of activity or objects prominent within the shot (such as medical procedures, unique rituals, etc.)*
- *Talent appearing within the shot*
- *Camera element*
- *Any licensing or talent restrictions*

Paper logs are acceptable, but logs can also accompany your submission via fax, floppy disc, CD, or e-mail.

CORBIS MOTION SUBMISSION GUIDELINES

Talent Releases

All footage submitted by a content provider should be accompanied by detailed information regarding the clearance status of on-camera talent. Talent will fall into one of the three categories below and release information should be handled as indicated:

Talent Not Released:

If talent is not released, please note that fact on the footage logs.

Talent Released:

If talent is released, releases should be submitted along with the initial shipment of viewing elements and footage logs. We recommend using the General Consent and Release Agreement attached. If you would like to use your own release form, please forward it to Corbis Motion for review before using it on a production.

Please note that each talent release must be accompanied by a photo of the model (Polaroid, frame-grab, digital photo, etc.). If there is only one model in a shot, please attach his/her photo to the corresponding release. If there is more than one model in a shot, please duplicate the photo and circle the model corresponding to the particular release.

Special Talent Release Conditions:

Footage may sometimes include talent that can only be released under special conditions (for example, a talent fee that is payable each time a shot is licensed, or a restriction on sensitive subject usage). Please advise us of situations like this before submitting any material. Keep in mind that these special conditions will almost always reduce the value of a shot.

In addition, certain properties may also require a release. Please contact Data Operations if you have questions about property releases. We can also provide you with releases in foreign languages if necessary.

Please note Submission Guidelines are subject to periodic change at Corbis Motion discretion.

CORBIS MOTION SUBMISSION GUIDELINES

MODEL RELEASE

Name of Releasing Individual _____
Name of Minor [if applicable] _____
Description of Footage _____
Date of Footage _____
Location _____

For good and valuable consideration, I hereby irrevocably grant to _____, ("Artist"), his/her affiliates, licensees, agents and assigns, the unrestricted right to use my likeness (or the likeness of the minor named above) contained in the above described footage taken by Artist, and to distribute such footage for editorial, trade, advertising or other purposes in any manner or medium, whether now or hereafter devised, throughout the world in perpetuity.

I waive any right to inspect or approve any use of the footage. I understand Artist may contract with a stock agency and that the above described footage may be included in stock files. I expressly release Artist, his/her agents, employees, licensees and assigns from and against any and all claims which I have or may have for invasion of privacy or any other cause of action arising out of the uses herein granted, even if the use of the image is objectionable to me. In any event, I agree that my monetary damages awarded against Artist, his/her assigns, or licensees, if any, shall not, under any circumstances, exceed \$US 500.00.

I warrant that I am over the age of eighteen and am competent to contract in my own name in so far as the above is concerned.

I am a member of the Screen Actors Guild (S.A.G.)

Yes No

I am a member of the American Federation of Television and Radio Artists (A.F.T.R.A.)

Yes No

If parent or guardian of the minor named above: I warrant that I am over the age of eighteen and have full legal capacity to contract for the minor named above.

Date: _____ Signature: _____

Print Name: _____

Address: _____

Date of Birth: _____

Phone No.: _____

CORBIS MOTION SUBMISSION GUIDELINES

PROPERTY RELEASE

Name of Releasing Individual
Location
Description of Footage
Date of Footage

For good and valuable consideration, I hereby irrevocably grant to _____, ("Artist"), his/her affiliates, licensees, agents and assigns, the unrestricted right to depict my property located at _____

_____, which is contained in the above described photograph(s) or cinematography taken by Artist, and to distribute such photograph(s) or cinematography for editorial, trade, advertising or other purposes in any manner or medium, whether now or hereafter devised, throughout the world in perpetuity.

I waive any right to inspect or approve any use of the photograph or cinematography. I understand Artist may contract with a stock agency and that the above described photograph(s) or cinematography may be included in stock files. I expressly release Artist, his/her agents, employees, licensees and assigns from and against any and all claims which I have or may have for invasion of privacy or any other cause of action arising out of the uses herein granted, even if the use of the image is objectionable to me. In any event, I agree that my monetary damages, if any, shall not, under any circumstances, exceed \$US 2,000.00.

I warrant that I am over the age of eighteen and am competent to contract in my own name in so far as the above is concerned.

Date: _____ Signature: _____

Print Name: _____

Address: _____

Date of Birth: _____

Phone No.: _____

CORBIS MOTION SUBMISSION GUIDELINES

Contact Information

Submissions

- Please forward all submission materials (production elements, viewing elements, talent and property releases, and footage logs) to the Inventory Department at:

Corbis Motion
902 Broadway
New York, NY 10010
Attn: Inventory Dept.
Phone: 212-375-7622
Fax: 212-807-9201
Email: inventory@corbismotion.com

Key Contacts by Topic

- Content / Creative Issues / Needs Info:
 - Chester Merrill
Director, Creative Services
Ph: (212) 375 – 7879
Email: cmerrill@corbismotion.com
- Contracts / Royalties:
 - Anthony Nelson
Content Acquisitions
Ph: (212) 375 – 7735
Email: Anthony.nelson@corbis.com
- Post Production / Format and Technical Questions :
 - Phil Spiegel
Manager, Post Production
Ph: (201) 784 -2875
Email: pspiegel@corbismotion.com
- Footage Logs / Rights Control:
 - Heather Halliday
Supervisor, Data Operations
Ph: (212) 375 - 7826
Email: heather.halliday@corbismotion.com

OR

Data Operations Department
Ph: (212) 375 - 7622
Email: dataoperations@corbismotion.com

US Tax Laws and You

*Important information on tax withholding
and reporting on royalty payments*

For US Citizens & US Tax Residents

Overview

As a US company, Corbis Corporation may be required to deduct certain taxes from your royalties and remit these taxes, on your behalf, to the US Internal Revenue Service (IRS). The purpose of this packet is to provide an overview of these taxes and to discuss steps that you should take to minimize their impact.

The type and rate of tax deducted is determined based on your citizenship and tax residency. In most cases you will be considered a tax resident of the country where you live and file tax returns. However, significant travel to a country could cause you to become a resident of that country for tax purposes. Non-US citizens will be considered a US tax resident if they 1) hold a green-card or 2) spend a substantial amount of time in the US—as little as 183 days in a three-year period. A non-US entity may be considered a US resident if it is managed, in whole or in part, from the US¹. We strongly recommend that you consult a qualified tax advisor if you need assistance in determining whether you or your non-US company may be considered a US tax resident. He or she should be able to advise on the ramifications associated with being treated as a US tax resident as well as various elections associated with this determination.

The information in this packet was designed for US citizens and tax residents. ***If you are not a US citizen, a US tax resident or your company was not formed in, or is not a resident of, the US, please contact Corbis' Royalty Accounting Department at (206) 373-7715*** and we will send you information on the US taxation of your royalties, along with a W-8Ben, which you will need to complete and return. We urge you to act quickly on this matter, as Corbis is required to deduct a 30% withholding tax from all royalties paid to non-US persons until the proper documentation is in place.

If you are a US citizen, a US tax resident or your company is formed in, or resident of, the US, then Corbis generally will not be required to withhold US federal or state taxes from your royalties *provided that you complete IRS Form W-9 (Request for Tax Payer Identification Information) and send it to Corbis Royalty Accounting Department*. Instead, you will be responsible for making any required estimated tax payments. Shortly after the end of each calendar year, Corbis will file a Form 1099 with the IRS, summarizing your annual royalty payments, and send a copy of this form to you.

A copy of IRS Form W-9 and its instructions are included with this packet. Additional guidelines on the proper completion of Form W-9 are contained on the following page. The W-9 should be completed and returned to Corbis' Royalty Accounting Department at your earliest convenience.

If you do not complete a W-9, then by law, Corbis will be required to deduct federal backup withholding from your royalties. Depending on which state you reside in, Corbis may also be required to deduct state backup withholding. Backup withholding can be claimed as a tax payment on your annual income tax return.

If you provide Corbis a W-9, we will generally not deduct any backup withholding from your royalties unless directed to do so by the IRS or state tax authorities.

¹ The rules for determination of US tax residency are very complex and subject to many exceptions. Other than alerting you to this matter, Corbis cannot provide any advice on your US tax residency status.

Guidelines for completing IRS Form W-9 by US citizens and US residents

In general, to avoid backup withholding, US citizens, US tax residents and US companies should complete the attached W-9 and forward it to Corbis' Royalty Department. To ensure that we maintain accurate information on file, and to minimize the chances that your royalties are inadvertently exposed to backup withholding, Corbis will request a new Form W-9 from time to time.

Once your W-9 is received Corbis will only deduct backup withholding from your royalties if instructed to do so by the IRS or state tax authorities. In the event that your royalties are subjected to backup withholding, you should be able to claim the amount withheld as a tax payment on your annual tax return.

The taxpayer identification information provided on the W-9 should be for the individual or entity that contracted with Corbis. If for any reason the copyrights have changed ownership, or the right to receive royalties has been assigned to another, you should contact Corbis' Contracts Administration Department at ContractsAdmin@Corbis.com and update your contract prior to completing the Form W-9.

Individuals & Sole Proprietorships – The name of the individual that has contracted with Corbis should be listed on the first line of the W-9 and his/her social security number (SSN) listed in the appropriate boxes in Part 1.

Please be sure that the name & SSN provided on the W-9 exactly match your name and SSN, as they appear on Social Security Administration's (SSA's) records. If, for example, you submit a W-9 to Corbis using the name "Bob Smith", but your name is listed as "Robert J. Smith" at the SSA, or your SSN is off by one digit, the IRS may instruct Corbis to commence backup withholding on your royalty payments.

The name of your sole proprietorship, your business name or any other "doing business as" (dba) name, if applicable, should be listed on the second line of the W-9. You do not need to provide Corbis your sole proprietorship's employer identification number.

Corporations, Partnerships & Other Entities – The complete legal name of the entity that has contracted with Corbis should be listed on the first line of the W-9. Its corresponding employer identification number (EIN) should be listed in the appropriate boxes in Part 1.

Please be sure that the name listed on line one of the W-9 exactly matches the entity's name on the IRS records. This will generally be the name supplied to the IRS on Form SS-4 when you applied for an EIN.

If your company operates under an assumed name that is different than its legal name, then this "doing business as" (dba) name should be listed on the second line of the W-9.

Please do not list your or any other shareholder's SSN on the W-9 as this may confuse matters.

Please mail or fax the completed W-9 to:

Corbis Corporation
Royalty Accounting
710 Second Avenue, Suite 200
Seattle, WA 98104 USA

Fax: (206) 373-6100

Please call Royalty Accounting at (206) 373-7715 if you have any questions.

EXHIBIT C

CORBIS CORP. DBA CORBIS MOTION
FOOTAGE REPRESENTATION AGREEMENT

COMMENCEMENT DATE:

YEAR ONE END DATE:

EXPIRATION DATE:

PRODUCER: Herb Kossover

ADDRESS:

DESCRIPTION OF FOOTAGE:

The Standard Terms and Conditions attached hereto are incorporated into this Agreement and Producer expressly acknowledges and agrees to be bound by same.

Signatory for Producer warrants that he or she is authorized by Producer to act as Producer's agent and bind Producer to the terms and conditions of this Agreement.

Producer

By: _____
Name:

Corbis Motion

By: _____
Name: Anthony Nelson
Title: Corbis Corp.

STANDARD TERMS AND CONDITIONS

(except as expressly and specifically modified, if at all, by the Special Provisions paragraph of this Agreement)

This agreement made and entered into as of the date set forth above, by and between Corbis Corp., with an address at 902 Broadway, New York, NY 10010 ("Corbis Motion"), and PRODUCER.

WHEREAS, Producer is the owner and copyright holder of certain film and/or videotape.

WHEREAS, Corbis Motion is in the business of marketing and licensing the use of footage from films and videotapes; and

WHEREAS, Corbis Motion wishes to represent Producer in regard to the licensing the Footage and Producer wishes Corbis Motion to provide such services,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **DEFINED TERMS.** As used in this Agreement, the following terms shall have the meanings ascribed to them below:
 - (a) "Exclusive Shots" means shots of footage that the parties select to be licensed exclusively through Corbis Motion's traditional and/or royalty free divisions, provided that Corbis Motion shall have the first right of refusal to review all footage created by Producer from time to time, for the purpose of selecting Exclusive Shots.
 - (b) "Licensing Income" means all licensing income actually received by Corbis Motion for footage used pursuant to all licenses made under this Agreement, less taxes, duties, shipping and handling, collection fees and expenses, click-thru fees and foreign agent and office fees and percentages.
 - (c) "Master Element" means an internegative, interpositive, D-1, Digital Betacam SP, Beta SP, or other broadcast quality format approved by Corbis Motion that is not more than one generation removed from the Original Element and is adequate for the creation of Sub-Masters and Screening Cassettes.
 - (d) "Original Element" means first generation or closest existing generation to the original camera element.
 - (e) "RF Shots" has the meaning set forth in paragraph 2(b).
 - (f) "Screening Cassettes" mean ¾" U-matic, NTSC or Lowband PAL videotapes, or other formats now known or hereafter created as specifically approved by Corbis Motion, with address track and visual time code matching the Master Element's time code.
 - (g) "Similar Shots" means footage that may reasonably cause a person viewing the footage to believe that it is the same or substantially the same as an Exclusive Shot, including without limitation by reason of the footage containing the same talent, set up or location.
 - (h) "Sub-Master" means a second generation copy of a Master Element in a broadcast quality format approved by Corbis Motion.
 - (i) "Term" has the meaning set forth in paragraph 3(a).
 - (j) "Territory" means throughout the universe.
 - (k) "Wrap-Up Period" has the meaning set forth in paragraph 3(b).
 - (l) "Year One End Date" has the meaning set forth in paragraph 3(a).
2. **THE GRANT OF RIGHTS.**
 - (a) Producer grants to Corbis Motion the exclusive right in the Territory, to license and to permit others to license, in any manner or method that Corbis Motion deems appropriate, the Exclusive Shots, and any and all portions thereof, for commercial purposes in all media, including but not limited to theatrical, broadcast, cable, videotapes, CD ROM's, laser disc, Internet, on line, electronic and satellite communications and all other methods now known or hereafter invented or discovered. In the event that Producer shall receive a request for any of the Exclusive Shots or any Similar Shots, Producer shall under all circumstances, promptly refer the request to Corbis Motion. Neither Producer, nor any third party authorized by them, shall sell, license, or otherwise distribute the Exclusive Shots or any Similar Shots in any manner including without limitation to the royalty-free and traditional stock footage markets.
 - (b) Corbis Motion may select mutually agreed upon shots to be licensed through its royalty free division ("RF Shots"). Purchasers of products containing RF Shots may use such RF Shots throughout the universe, in perpetuity, in all media (now known or hereafter invented or discovered), as a part of any works, including without limitation the following: (i) advertising and promotional materials; (ii) online and other electronic distribution systems (including web page design); (iii) broadcasts and theatrical exhibitions; (iii) products and publications (electronic or print); and (iv) materials for personal, noncommercial use.
 - (c) Producer shall have the right to use the footage in productions produced solely by it or in productions produced with another entity so long as such arrangement is not a means to circumvent the exclusivity of this Agreement.
 - (d) Producer grants Corbis Motion the right of first refusal to purchase any or all of the footage and the rights contained therein.
3. **TERM OF LICENSE.**
 - (a) The Term of this Agreement shall commence as of the Commencement Date indicated above and end on the Expiration Date indicated above. The first "year" of the Term shall commence as of the date indicated above and

end on the Year One End Date indicated above (the "Year One End Date"). However, if the Screening Cassettes, Original Elements or Master Elements are not of the quality or are not provided within the time periods set forth in paragraph 4(a), the Year One End Date (and consequently the Term) shall be extended by a calendar quarter or the length of the delay in delivery whichever is longer. The second, third, fourth and fifth years shall end on the first, second, third and fourth anniversaries of the Year One End Date respectively. The Term shall automatically be extended for an additional two years unless at least 60 days prior to the expiration of the initial period of the Term, either party receives written notice of termination from the other party. If the Term is not extended, Corbis Motion shall have the right to continue to license the footage on a non-exclusive basis for an additional two years.

- (b) Corbis Motion shall be allowed to fulfill orders received during the Term of the Agreement, including without limitation any extensions thereof, for up to one year following the expiration or termination of the Agreement (the "Wrap-Up Period"), during which time all duties and responsibilities of the parties shall remain in full force and effect.
- (c) The following provisions of this Agreement shall survive the expiration or termination of this Agreement: paragraphs 3(c), 4(c), 4(e), 5, 8, 9, 10 and 11.

4. ELEMENTS.

- (a) Within a reasonable amount of time following execution of this Agreement, Producer shall provide Corbis Motion with Screening Cassettes, Original Elements or Master Elements. The Master Elements provided to Corbis Motion must correspond exactly to the Screening Cassettes, shall be of a quality satisfactory to Corbis Motion, shall be the best available and shall be suitable for the manufacture of Master Elements or Sub-Masters of a standard suitable for commercial reproduction. Before sending any Original Elements, Master Elements or Screening Cassettes or other materials to Corbis Motion, Producer shall notify Corbis Motion as to the timing and content of the shipment.
- (b) Corbis Motion shall store the Original Elements comprising the footage.
- (c) Corbis Motion may create Master Elements, Sub-Masters and additional Screening Cassettes. The costs for generating such Master Elements, Sub-Masters and additional Screening Cassettes, including without limitation any shipping costs, shall be mutually agreed upon and recouped from Producer's share of the Licensing Income.
- (d) Producer shall supply any and all logs and metadata for the footage. In addition, Producer shall provide Corbis Motion with copies of talent agreements or releases for all persons appearing in the footage along with the names, addresses and phone numbers of such persons.
- (e) Upon expiration or termination of this Agreement, all Original Elements and Master Elements provided by Producer shall be returned to Producer upon written request. Such material shall be returned within a reasonable period (not to exceed 90 business days after the Wrap-Up Period), taking into consideration time necessary for the assembly and delivery thereof. Producer acknowledges that, after the expiration or termination of this Agreement, some footage may continue to exist on Corbis Motion's Masters and that Corbis Motion shall use reasonable efforts to remove such footage in the regular course of its operations.

5. LOSS DAMAGE AND LIABILITY.

- (a) Producer consents and acknowledges that Corbis Motion may retain possession of and store the Original Elements and/or Master Elements supplied by Producer in New York City or such other location that Corbis Motion may deem appropriate. Corbis Motion shall handle any such Original Elements and/or Master Elements in a professional manner. Notwithstanding the foregoing, Corbis Motion warrants only to store the Original Elements and/or Master Elements and shall not be responsible for any loss of, or damage to, the Original Elements and/or Master Elements, including without limitation by reason of fire or theft. Any liability of Corbis Motion in case of loss or damage to the Original Elements and/or Master Elements shall be limited to the laboratory cost for replacement of raw film stock. Producer is responsible for insuring the content and production value of the Original Elements and Master Elements.
- (b) In the event of damage, destruction, loss or unauthorized use of footage by any user, Producer hereby grants Corbis Motion, its licensees and sub-licensees, if any, full and complete authority to make claims or to institute proceedings in its own or Producer's name. Any recovery shall be shared with Producer on the basis of the same terms on which license fees are paid under this agreement, after deduction for collection fees, legal fees, and other expenses incurred by Corbis Motion in this effort to resolve such claims, if any. Settlements shall be made in Corbis Motion's sole and exclusive discretion and Producer hereby authorizes Corbis Motion to act as its agent and attorney-in-fact for the purpose of making such settlements and collections.

6. LICENSING AND MARKETING.

- (a) Corbis Motion shall use commercially reasonable efforts consistent with good business judgment to license the footage. Producer acknowledges that Corbis Motion may decide, from time to time, in its sole judgment, to remove certain footage from its library.
- (b) Corbis Motion shall have the right to market, advertise, license and distribute the footage provided by Producer through any and all methods which it may select including, but not limited to, by means of videotapes, computer video discs, electronic or satellite communications, direct mail, press releases, web sites, listings in industry

guides and all other methods now known or hereafter invented or discovered. Corbis Motion may duplicate and digitize any of the footage which it chooses, and distribute such footage through its worldwide marketing network.

- (c) Producer hereby grants Corbis Motion permission to use its name, trademarks and any images that it has made available to Corbis Motion, for the library, in any and all Corbis Motion advertising and or marketing efforts.
- (d) Nothing contained herein shall grant Corbis Motion the right to market, represent, or license entire productions, or to act as a distributor for entire productions of Producer, without the prior written consent of Producer.

7. PAYMENTS AND STATEMENTS.

- (a) Corbis Motion shall pay Producer 20% of all Licensing Income from the RF Shots and 50% of all Licensing Income from all other footage, subject to any recoups pursuant to paragraph 4(c), provided that there shall be no recoups from Licensing Income from the RF Shots.
- (b) Corbis Motion shall furnish Producer with statements and payments due on the 15th of each month during the Term. In the event that no moneys are collected during a month, no statement shall be sent.
- (c) Corbis Motion shall maintain accurate records of the licensing of the footage, which shall be made available for inspection by a Certified Public Accountant appointed by Producer at Corbis Motion's offices or at Corbis Motion's accountant's office during regular business hours on no less than 45 business days notice to Corbis Motion. Producer shall have no right to make such examinations more frequently than once in any calendar year and shall be limited in its inspection of such records to a period of one year prior to the date of the most recent statement. Any statement submitted by Corbis Motion shall be deemed true and accurate and conclusively binding upon Producer unless specific objection, in writing, stating the basis thereof, is given to Corbis Motion within one year after receipt of such statement, and, after such written objection, unless a formal legal action has been commenced within one year after the giving of such written objection.

8. REPRESENTATIONS AND WARRANTIES.

Producer hereby warrants and represents to Corbis Motion that:

- (a) Producer has the right to enter into this Agreement and grant Corbis Motion all rights and licenses herein contained; and
- (b) there are not now existing, pending or threatened, any claims, liens, or encumbrances on the footage and Producer has the exclusive right to exploit the footage as provided herein; and
- (c) all obligations with respect to the footage have been fully paid and there are and shall be no obligations for future charges, including without limitation payments in respect to the rights of privacy and publicity of any individuals appearing in the footage; and
- (d) neither the footage, nor any use thereof by Corbis Motion, its licensees or sublicenses, shall violate or infringe upon the copyright, trademark or service mark, right of publicity or privacy, or any other right of any third party, nor constitute a libel or slander of the Producer or any third party.

9. INDEMNIFICATION.

- (a) Producer shall defend, indemnify and hold harmless Corbis Motion, its licensees and sub-licensees, and their respective officers, directors, employees, agents, successors and assigns, from any and all loss, damage, liability, cost and expense, including without limitation attorneys' fees and costs, resulting from or arising out of any breach or alleged breach by Producer of any of the warranties, representations or agreements herein made by Producer.
- (b) Corbis Motion shall defend, indemnify and hold harmless Producer, its officers, directors, employees, agents, successors and assigns, from any and all loss, damage, liability, cost and expense, including without limitation attorneys' fees and costs, resulting from or arising out of any breach or alleged breach by Corbis Motion of any of the warranties, representations or agreements herein made by Corbis Motion.

10. CONFIDENTIALITY.

The terms and conditions of this Agreement shall be kept confidential by the parties and their respective affiliates, employees, agents, contractors and other representatives. Notwithstanding the foregoing the terms and conditions of this Agreement may be disclosed on a need-to-know basis to potential investors.

11. MISCELLANEOUS:

This Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, oral or in writing, and may not be changed, modified, amended or supplemented, except in a writing signed by the parties. No waiver by either party of any default shall be deemed a waiver of a prior or subsequent default of the same or other provisions of this Agreement. This Agreement does not constitute or create a partnership, joint venture, employee/employer relationship between the parties hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns. The section headings used in this Agreement are for convenience only and shall have no legal effect whatsoever. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to such State's principles regarding conflict of laws or rules providing for strict construction against the drafter. In the event of a dispute arising between the parties

EXHIBIT D

Spanish Stock Footage Barcelona/Madrid

Tape 1

Time Code (Start)	Time Code (End)	Description
00.59.08.13	01.00.00.00	Color Bars
		In Government Building of Catalina, moving pans of the Frescoes (or Murals) on the ceilings. The are
01.00.00.00	01.06.30.00	two shots of the Spains's minister of finance in the shot. We don't have a release from him.
01.06.30.00	01.11.06.00	Screen Shots of the Ministry of finance website
01.11.06.00	01.12.14.00	Silhouette of Guard out Ministry of Defense
01.12.14.00	01.14.12.00	Minister of Finance portraits (No Release)
01.14.12.00	01.15.20.00	Shots of Ministry of Finance
01.15.20.00	01.17.01.00	People walking in the street
* 01.17.00.00	01.17.12.00	Great shot of moving Spanish Police Car
* 01.18.00.00	01.18.33.00	Moving double decker bus then pan into the building
01.18.33.00	01.29.33.00	Website Screenshots of the Ministry of defense
01.29.33.00	01.33.06.00	Woman working at computer (No Release)
01.33.06.00	01.44.30.00	Website Screenshots of the Ministry of defense
01.44.30.00	01.53.00.00	Tourists on the streets of Spain (Madrid)
* 01.53.00.00	01.54.25.00	Close ups of a painting being painted. Close ups of the paint, painting, brush, etc
01.54.25.00	01.55.55.00	Tourists on the streets of Spain (Madrid)
* 01.55.55.00	01.56.45.00	Side shot and over the shoulder of the painter and the painting from the close up shots of painting.
01.56.45.00	01.59.10.00	Tourists on the streets of Spain (Madrid)
01.57.30.00	01.57.30.00	cool shot of tourist looking at tousist but wouldn't be able to use since we don't have releases
	01.59.10.00	End of Tape

Tape 2

Time Code (Start)	Time Code (End)	Description
01.59.09.00	02.00.00.00	Color Bars
		Shot from the upper level of the back of a double decker tour bus. Everything the that isn't constant,
* 02.00.00.00	2.03.50.00	such as the bus, blurs and makes a great effect.
02.03.50.00	02.06.35.00	Statues and Monuments in Spain (Madrid)
* 02.06.35.00	02.09.35.00	Pans of the City and various building tops.
02.09.35.00	02.11.53.00	Close ups of Spain flag
* 02.11.53.00	02.13.26.00	Close up shots of Spanish flag
02.13.26.00	02.15.11.00	Souvenir close up (shake up snowing Madrid)
		Artistic shot of hand fan being held up in front of horse statue, then dropping so your able to see the
* 02.15.11.00	02.15.17.00	entire statue.
02.15.17.00	02.28.57.00	Tourist's walking the streets of Madrid. Kids. (not released)
		Close up of a person's fingers handling a "I love Spain" tourist pin. Then close ups of different
02.30.18.00	02.30.18.00	spanish tourist pins.
02.32.13.00	02.36.00.00	Tourist walking the streets of Madrid.
* 02.36.00.00	02.37.29.00	Shadows of people walking at night.
		Tourist walking the streets of Madrid. It has a cool effect of where the outer edges are blurry and then
02.37.29.00	02.42.15.00	people stand in the main focus of the camera.
02.42.15.00	02.42.40.00	Time lapse shot of the sun's rays rising up the building as it sets.
02.42.45.00	02.47.56.00	footage of a man and a woman doing work in a office.
02.47.56.00	02.50.24.00	Shots of Artwork and promotional pieces in the office of tourism? for Spain.
02.50.24.00	02.59.55.00	People working at their computers at the office of Tourism office.

* designates marketable footage

Tape 3

Time Code (Start)	Time Code (End)	Description
02.59.20.00	03.00.00.00	Color Bars
03.00.00.00	03.01.12.00	People working together in an office. One shot moves with the person as they walk across the office.
03.01.12.00	03.01.52.00	Man in front of building
03.01.52.00	03.06.12.00	Police on the streets of Barcelona.
* 03.06.12.00	03.10.21.00	Statues around Barcelona with the background of the blue sky
03.10.21.00	03.13.36.00	Distinguished business professionals in Barcelona
03.13.36.00	03.19.17.00	In the office of Barcelona's police command center. Sirens towards the end of the shot are interesting
* 03.19.17.00	03.23.07.00	Super computer and server room.
03.23.07.00	03.24.42.00	In the museum. Time lapse shot of a crowd of people coming and going under a fresco.
03.24.42.00	03.27.57.00	People outside in business suits from Ministry of finance.
* 03.27.57.00	03.32.01.00	Time lapse from a top of a building in Barcelona of activity in the center of town
03.32.01.00	03.34.26.00	Barcelona's police on the streets of Barcelona
03.34.26.00	03.43.24.00	Spain's Government officials at parliament
03.43.24.00	03.52.18.00	A man and a woman working at there computers.
03.52.18.00	03.53.36.00	Government officials at a round table in a lavish room.
03.53.36.00	04.00.00.00	Common People on the streets of Spain

Tape 4

Time Code (Start)	Time Code (End)	Description
03.59.08.00	04.00.00.00	Color Bars
04.00.00.00	04.04.48.00	People working at computers in Govt of Catalina building Barcelona
04.04.48.00	04.05.03.00	Time lapse of people coming and going in front of a statue and from a moving car
* 04.05.03.00	04.15.14.00	In a hospital in Spain. Doctors in surgery and close ups of equipment. The is a nice shot of a silohoute of a doctor and patient
04.15.14.00	04.24.08.00	Portraits of common people on the streets of Spain
04.24.08.00	04.28.24.00	City council meeting in Barcelona.
04.28.24.00	04.37.07.00	Government of Catalina building in Barcelona - frescos are lit up with a single source light
* 04.37.07.00	04.38.00.00	Time lapse footage shot from the front of a moving vehicle
04.38.00.00	04.41.48.00	Businss professionals having meetings in a office
04.41.48.00	04.42.03.00	Time lapse of people riding an escalator
* 04.42.03.00	04.42.08.00	Time lapse of traffic in front of Govtment of Catalina building
04.42.08.00	04.43.05.00	Pan from the blue sky down to Government of Catalina building
04.43.05.00	04.49.17.00	People from the Ministry of Finance portraits shots
04.49.17.00	04.58.30.00	footage of buildings in Barcelona as dusk approaches

Tape 5

Time Code (Start)	Time Code (End)	Description
04.59.05.00	05.00.00.00	Color Bars
05.00.00.00	05.08.43.00	Buildings in Barcelona.
05.08.43.00	05.08.53.00	Time lapse of a fountain with people walking around in the background
* 05.08.53.00	05.09.42.00	Time lapse of the top of a building(TIO PEPE) as the sun is setting. A shadow is casting from another building and rises up the building as the sun sets.
05.09.42.00	05.10.07.00	A statue of a horse with the blue sky as the background
05.10.07.00	05.11.28.00	Close up of a man with glasses
05.10.07.00	05.10.07.00	People working in an office

* designates marketable footage

EXHIBIT E

January 25, 2007

Corbis Motion
902 Broadway
New York, NY 10010
Attn: Inventory Department

Included in this package for submission:

NTSC "best light" master
16mm film reels
Log Sheets corresponding to each NTSC master

All footage is credited to Roland Morgan. Thank you for your time and consideration.

Sincerely,

Dana M. Kruse
Executive Producer of Photography


FedEx Billing Online Plus
**FedEx Billing Online Plus
Express Tracking ID Detail**
Tracking ID Summary

Tracking ID Number : 841485755100
 Invoice Number : 7-846-78365
 Primary Account : 1990-0050-0
 Invoice Date : 11/12/2004
 Due Date : 11/27/2004
 Tracking ID Balance Due : \$ 39.29
 Invoice Status : Open

FedEx has audited this shipment
 Package sent from: 98108 zip
 Distance Based Pricing, Zone 8
 Fuel Surcharge - FedEx has applied

Sender Information

DANA KRUSE
 PRAVDA STUDIOS, LLC
 1406 10TH AVE
 SEATTLE WA 98122-3848
 USA

Recipient Information

CORBIS MOTION PICTURE
 INVENTORY DEPT
 902 BROADWAY

NEW YORK CITY, NY 10010
 US

Original Reference

Customer Reference# 5163
 Department#

Updated Reference

Customer Reference#
 Department#

Shipment Details

Shipment Date 11/04/2004
 Payment Type Shipper
 Service Type FedEx Express Saver
 Region Code 8
 Package Type Customer Packaging
 Pieces 1
 Actual Weight 16.0 lbs
 Bundle ID 0
 Meter No

Charges

Transportation Charge 35.40
 Fuel Surcharge 3.89
 FedEx Audit 0.00
 Weekday Delivery 0.00
 Total Charges USD \$ 39.29

Proof of Delivery

Delivery Date 11/08/2004 11:16
 Service Area Code A1
 Signed By N.CALLENDER